



IT IS ORDERED as set forth below:

Date: August 17, 2010

A handwritten signature in black ink, reading "Paul W. Bonapfel".

**Paul W. Bonapfel
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE: : CASE NO 08-86172-PWB

:

: CHAPTER 13

:

MELISSA ANN DOUGLAS

:

Debtor

:

**U.S. BANK, N.A., IT'S SUCCESSORS
AND/OR ASSIGNS,**

:

Movant,

:

: CONTESTED MATTER

vs.

:

:

MELISSA ANN DOUGLAS

:

:

BETTY DOUGLAS, Co-Debtor

:

MARY IDA TOWNSON, Trustee

:

Respondents.

:

:

**CONSENT ORDER ON MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-
DEBTOR STAY DENYING RELIEF AS TO DEBTOR AND
STAY RELIEF AS TO CO-DEBTOR**

U.S. BANK, N.A., IT'S SUCCESSORS AND/OR ASSIGNS, for itself, its successors

and assigns (the "Movant"), filed a Motion for Relief from Automatic Stay and Co-Debtor Stay (the "Motion") July 13, 2010 (Doc. No. 42), which was set for hearing **August 4, 2010** (the "Hearing"). Movant seeks relief as to the real property located in Fulton County, Georgia, now or formerly known as 435 BERKSHIRE PLACE, FAIRBURN, GA 30213 (the "Property"), as more particularly described on Exhibit "A" attached to the Motion. Movant asserts that the Motion was properly served and hearing properly noticed. The parties reached an agreement as follows:

Debtor owes Movant post-petition mortgage arrearage through August, 2010 totaling \$6,071.43. This figure includes May, 2010 through August, 2010 Mortgage Payments (4 at \$1,255.20) totaling \$5,020.80, May 15, 2010 through July 15, 2010 Late Charges (3 at \$50.21) totaling \$150.63, Post Petition Property Inspections of \$100.00, and Bankruptcy Fees and Costs of \$800.00. Debtor will cure the arrearage of \$6,071.43 by making a payment in the amount of \$2,200.00 to Movant in certified funds on or before August 15, 2010 to reduce the arrearage to \$3,871.43. Debtor will be required to cure the remaining arrearage of \$3,871.43 by making payments to Movant in the amount of \$645.24 for the next six (6) consecutive months, to be **tendered in addition to the regular monthly mortgage payments** on or before the 15th day of each month beginning in September, 2010. Accordingly, by consent, it is hereby

ORDERED that:

Beginning in September, 2010, Debtor shall pay Movant all future monthly mortgage payments when due. Additionally, if the loan is a non-escrowed loan, Debtor agrees to maintain adequate homeowner insurance coverage and remain current on all property taxes assessed. These mortgage payments, the payments necessary to cure the post-petition mortgage arrearage, and, if applicable, the provision regarding taxes and insurance shall be governed by Strict

Compliance provisions as outlined herein below. Said provisions shall remain in effect for a period of six (6) months beginning in September, 2010.

Upon delinquency by Debtor in the payment of any sum specified herein as well as failure to provide adequate proof of insurance coverage or current tax status, the Automatic Stay may be terminated as to the Property subject to the following conditions and allow Movant to foreclose the Property, and take possession thereof in pursuit of its state law remedies.

Upon failure by Debtor to tender to Movant the above-stated funds, or tender adequate proof of insurance or current tax status, as provided herein, and upon notice of default sent by first class mail to Debtor and Debtor's attorney and failure by Debtor to cure such default within ten (10) days of the date of receipt of such notice, Movant may file a motion and affidavit of default with the Court, with service upon Debtor and Debtor's attorney, and the Court may enter the order terminating the automatic stay, without further notice or hearing.

Any excess proceeds derived from a foreclosure sale by Movant shall be remitted to the Chapter 13 Trustee.

The co-debtor stay of 11 U.S.C. § 1301 is hereby **MODIFIED** to allow Movant to pursue its rights and remedies against Co-Debtor.

[END OF DOCUMENT]

Prepared and Submitted by:

/s/ Lisa F. Caplan
Lisa F. Caplan
Attorney for Movant
Georgia State Bar No. 001304
Rubin Lublin Suarez Serrano, LLC
3740 Davinci Court, Suite 100
Norcross, GA 30092
(888) 890-5309
lcaplan@rubinlublin.com

signatures continued on the next page.....

Consented to by:

/s/ Anthony Sandberg with Express Permission

Anthony B. Sandberg, Esq.

Attorney for Debtor

Georgia State Bar No. 625210

The Sandberg Law Firm

229 Peachtree Street, North East

International Tower - Suite 705

Atlanta, GA 30303

(404) 827-9799

thesandberglawfirm@yahoo.com

No Opposition to by:

/s/ Mary Ida Townson with Express Permission

Mary Ida Townson

Chapter 13 Trustee

Georgia State Bar No. 715063

Chapter 13 Trustee

100 Peachtree Street, North West

Suite 2700, Equitable Building

Atlanta, GA 30303

(404) 525-1110

maryidat@atlch13tt.com

DISTRIBUTION LIST

BETTY DOUGLAS
435 BERKSHIRE PLACE
FAIRBURN, GA 30213

MELISSA ANN DOUGLAS
P.O. BOX 311974
ATLANTA, GA 31131

Anthony B. Sandberg, Esq.
The Sandberg Law Firm
229 Peachtree Street, North East
International Tower - Suite 705
Atlanta, GA 30303

Mary Ida Townson, Trustee
Chapter 13 Trustee
100 Peachtree Street, North West
Suite 2700, Equitable Building
Atlanta, GA 30303

Lisa F. Caplan, Esq.
Rubin Lublin Suarez Serrano, LLC
3740 Davinci Court, Suite 100
Norcross, GA 30092